

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

MOTOROLA, INC.,

Plaintiff,

v.

VIP WIRELESS, INC.,

Defendant.

Case No.: 07 cv 0614

**CONSENT JUDGMENT AND  
PERMANENT INJUNCTION**

Whereas, Plaintiff, Motorola, Inc. ("Motorola"), initiated this action, alleging, among other things, that Defendant VIP WIRELESS, INC. ("Defendant") used unauthorized reproductions and counterfeit copies of the trademarks of Motorola ("Motorola's Trademarks") in connection with Defendant's advertising, distributing, exporting, importing, offering for sale and selling of merchandise (the "Counterfeit Motorola Merchandise"); and

WHEREAS, the parties have agreed to settle this matter for all prior acts of Defendant and its franchisees through the entry of this Consent Judgment and Permanent Injunction.

1. Parties to the Consent Judgment and Permanent Injunction

This Consent Judgment and Permanent Injunction (hereinafter "Consent Judgment") is made and entered into by and between Motorola and Defendant (on behalf of Defendant and all of its franchisees/licensees), without an admission of any wrongdoing.

2. Permanent Injunction

IT IS HEREBY ORDERED that, Defendant, its franchisees/licensees, their agents, servants, employees, officers, and all other persons in active concert or participation with them who receive actual notice of the order by personal service or otherwise, be and hereby are, PERMANENTLY enjoined from:

- a. using Motorola's Trademarks or any marks confusingly similar thereto in connection with the sale of any Counterfeit Motorola Merchandise;

- b. manufacturing, distributing, exporting, advertising, promoting, holding for sale or selling any goods, labels, tags, logos, decals, emblems, signs, and other forms of markings, any packaging, wrappers, containers and receptacles, catalogs, price lists, promotional materials and the like bearing a counterfeit copy of any of Motorola's Trademarks; and
- c. using any counterfeit, copy, or colorable imitation of Motorola's Trademarks in connection with the publicity, promotion, sale, or advertising of Counterfeit Motorola Merchandise sold by Defendant;
- d. affixing, applying, annexing, or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent such goods as being those of Motorola when they are not; and
- e. knowingly assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above paragraphs (a) through (e).

IT IS HEREBY FURTHER ORDERED that within ten (10) business days of the entry of this Order, Defendant shall turnover to Motorola's counsel all Counterfeit Motorola Merchandise currently being held by Defendant, and thereafter immediately turnover to Plaintiffs' counsel any and all Counterfeit Motorola Merchandise that should come into their possession or control at any time. Said merchandise shall be disposed of by Motorola or its designated agent in any manner that it sees fit.

4. Judgment Amount

Judgment is hereby entered against Defendant and in favor of Motorola in the amount of Twenty-Five Thousand Dollars (\$25,000), subject to the terms of a Settlement Agreement entered into between the parties.

5. Future Violations of Permanent Injunction

In the event of a breach of this permanent injunction, Motorola shall be entitled to obtain, among other things, a contempt citation and Supplemental Judgment with a minimum damage amount of \$ 250 per Counterfeit Motorola item sold or \$2,500 per occurrence, whichever is larger, as well as Motorola's reasonable costs and fees related to its application for enforcement of this Judgment.

AND IT IS FINALLY ORDERED that this Court shall retain jurisdiction to enforce this Consent Judgment and Permanent Injunction and any settlement agreement entered between the parties.

By entering into or complying with this Final Judgment and Permanent Injunction, Defendant does not admit liability or that it was engaged in any unlawful conduct.

Date: September 26, 2007

  
H. F. Miller  
JUDGE  
United States District Court  
District of Eastern Pennsylvania

CONSENTED TO BY MOTOROLA, INC.

Date: 8-8-07

  
By: Bart A. Lazar, Esq.  
One of Motorola's Attorneys

CONSENTED TO BY DEFENDANT VIP WIRELESS, INC.

Date: 7-12-07

  
By: Jack Houston  
Title: Ceo